

AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of June, 2002, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA SCHOOL SERVICES, INC.
(hereinafter referred to as "Consultant"),
a corporation organized and existing
under the laws of the State of Florida
whose principal place of business is
8181 Northwest 36th Street, Suite 1010,
Miami, Florida 33166.

WHEREAS, the Consultant has been retained by SBBC under a contract for the provision of lobbying services with regard to state and federal legislative interests of SBBC and the Superintendent of Schools for a period concluding on June 30, 2002; and

WHEREAS, SBBC is desirous of renewing its contract with Consultant for the provision of lobbying services; and

WHEREAS, the Consultant is willing to renew its contract to provide consulting services for SBBC and the Superintendent of Schools.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Agreement Term.** The term of this Agreement shall be for two (2) years, beginning July 1, 2002 and concluding on June 30, 2004, unless sooner terminated as provided herein.

2.02 Scope of Representation. The Consultant will represent SBBC and the Superintendent of Schools in matters involving the state and federal legislatures. In its representation of SBBC, the Consultant shall:

- A. Represent SBBC and the Superintendent of Schools in legislative and governmental matters;
- B. Represent SBBC as its Designated Lobbyist;
- C. Meet as required with SBBC and the Superintendent of Schools or his designee(s) at mutually agreed times and confer with respect to state and federal legislative issues having a bearing upon SBBC's fiscal, operational and programmatic interests;
- D. Assist in the development and forwarding of SBBC's state and federal legislative programs;
- E. Establish and maintain positive working relationships with the executive and legislative branches of local, state and federal governments to enhance necessary intergovernmental relations beneficial to SBBC;
- F. Represent SBBC and the Superintendent of Schools in local, state and national conferences and meetings related to legislative and governmental issues;
- G. Provide any written reports, as required by SBBC and the Superintendent of Schools, in connection with the services rendered under this Agreement;
- H. Provide timely reports to SBBC, the Superintendent of Schools and district staff regarding state and federal legislative issues and State Board rules;
- I. Prepare SBBC's Annual Legislative Program;
- J. Arrange for and represent SBBC and the Superintendent of Schools at meetings with appropriate legislators, Cabinet and state agency officials regarding specific issues of interest to SBBC;
- K. Work with the business community, such as the Broward County Coalition, Higher Education Consortium, hospital districts and League of Cities, on the development of joint legislative issues;
- L. Forward SBBC's legislative agenda by participating in the following meetings:
 - 1. All Pre-Session Legislative Committees;
 - 2. Legislative Committees;
 - 3. Legislative Sessions, Extended and Special Sessions;

4. Broward Delegation Meetings;
5. South Florida Consortium of School Boards;
6. Florida School Boards Association (FSBA);
7. Florida Association of District School Superintendents (FADSS);
8. Florida Education Legislative Liaisons (FELL);
9. National School Boards Association (NSBA);
10. Council of the Great City Schools;
11. Staff and School Board Meetings, as determined by the Superintendent of Schools; and
12. State Cabinet/Agency Staff Meetings, as needed; and

M. Maintain a full-time office in Tallahassee, Florida. For the present time, that office is maintained at 206-B South Monroe Street, Tallahassee, Florida 32301; Telephone Number (850) 224-6101.

2.03 **Lead Contact Person.** The Consultant designates Georgia Slack as the responsible lead contact person for SBBC. Ms. Slack shall remain in charge of the Consultant's services as described herein.

2.04 **Evaluation of Services.** The success or failure of the Consultant shall be determined by the results of its services as evaluated by SBBC and the Superintendent of Schools.

2.05 **Independent Contractor.** It is understood and agreed that the Consultant is an independent contractor and not an employee of SBBC, and that no associate or employee of the Consultant shall be deemed to be an employee of SBBC for any purposes whatsoever. The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described in this Agreement.

2.06 **Consulting Techniques.** The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures used for providing all services performed under this Agreement. SBBC shall not be responsible for providing training for the Consultant as to methods to be used and in representing SBBC and the Superintendent of Schools.

2.07 **Disclosure of Clients.** Ms. Slack shall disclose to SBBC the names of Ms. Slack's lobbying clients known to Consultant to have business interests pending with SBBC.

2.08 **Other Clients.** This Agreement does not restrict the Consultant's right to provide the same or similar services to other clients of the Consultant provided that the provision of such services does not conflict with Consultant's representation of SBBC. However, Ms. Slack agrees not to lobby SBBC on behalf of any other client during the term of this Agreement. Furthermore, the Consultant stipulates that Ms. Slack will ensure that any conflict of interest arising with regard to any other client of Consultant will be resolved in favor of SBBC in the performance of Consultant's local, state and federal responsibilities under this Agreement.

2.09 **Compensation.** SBBC agrees to pay the Consultant the sum of One Hundred Ninety-Six Thousand Dollars (\$196,000.00) for services provided under this Agreement in twenty-four (24) equal monthly installments, which are payable at the end of each month in which services are provided under this Agreement.

2.10 **Additional Personnel.** Any additional personnel necessary for the Consultant to fulfill its responsibilities shall be employed by the Consultant at its sole expense.

2.11 **Office Expenses.** The Consultant shall be responsible, at its sole expense, for all related business expenses including, but not limited to, providing materials, equipment, office space, license and other such requirements necessary to fulfill the responsibilities of this Agreement.

2.12 **Costs.** Costs incurred by SBBC as a result of this Agreement shall be limited to those specified herein and imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.

2.13 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Termination. This Agreement may be canceled by either party during the term hereof upon sixty (60) days written notice to the other parties of its desire to terminate this Agreement.

3.05 Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal

problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
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With a Copy to:	Frank Mandley, Director Grants Administration/Government Programs The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
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To Consultant:

Georgia Slack, Chairman
Florida School Services, Inc.
8181 Northwest 36th Street - Suite 1010
Miami, Florida 33166

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Dr. Robert D. Parks, Chairperson

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

School Board Attorney

FOR CONSULTANT

(Corporate Seal)

ATTEST:

FLORIDA SCHOOL SERVICES, INC.

By Georgia Slack
Georgia Slack, Director

_____, Secretary

-or-

Wendy Z. Horton
Witness

Quanita L. Pringle
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Consultant Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this third day of June, 2002 by Georgia Slack as Director on behalf of Florida School Services, Inc. She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

July 9, 2002

Sandra Costa
Signature - Notary Public

Sandra Costa
Printed Name of Notary

CC 757927
Notary's Commission No.

(SEAL)

S:/v/allwork/contracts/develop/0102year/020515slack

AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of June, 2002, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLODNY, FASS, TALENFELD, KARLINSKY & ABATE, P.A.,
(hereinafter referred to as "Consultant"),
a corporation organized and existing
under the laws of the State of Florida
whose principal place of business is
2000 West Commercial Boulevard – Suite 232,
Fort Lauderdale, Florida 33309.

WHEREAS, SBBC presently has an agreement with Florida School Services, Inc. (hereinafter referred to as "Designated Lobbyist") for the provision of lobbying services with regard to state and federal legislative interests of SBBC and the Superintendent of Schools; and

WHEREAS, SBBC presently has an agreement with the Consultant for the provision of lobbying services with regard to legislative interests of SBBC and the Superintendent of Schools before the Florida Legislature for a period concluding on June 15, 2002; and

WHEREAS, SBBC is desirous of renewing its contract with Consultant for the provision of such lobbying services; and

WHEREAS, the Consultant is willing to renew its contract to provide consulting services for SBBC and the Superintendent of Schools.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I - RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Agreement Term.** The term of this Agreement shall be for two (2) years, beginning July 1, 2002 and concluding on June 30, 2004, unless sooner terminated as provided herein.

2.02 **Scope of Representation.** The Consultant will represent SBBC and the Superintendent of Schools in matters involving the state legislature. In its representation of SBBC, the Consultant shall:

- A. Meet as required with SBBC and the Superintendent of Schools or his designee(s) at mutually agreed times and confer with respect to issues before the Florida Legislature having a bearing upon SBBC's fiscal, operational and programmatic interests;
- B. Assist in forwarding SBBC's state and federal legislative programs;
- C. Perform and participate in specific legislative tasks as assigned;
- D. Establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to SBBC;
- E. Arrange meetings with appropriate legislators and Cabinet officials as requested;
- F. Assist SBBC's Designated Lobbyist in the performance of routine legislative duties during pre-session committee meetings and the legislative session;
- G. Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee and the Designated Lobbyist; and
- H. Provide any written reports as may be required by the Superintendent of Schools or his designee and the Designated Lobbyist.

2.03 **Lead Contact Person.** The Consultant designates Georgia Slack as the responsible lead contact person for SBBC. Ms. Slack shall remain in charge of the Consultant's services as described herein.

2.04 **Assignment.** The Consultant shall provide services to SBBC and the Superintendent of Schools upon those projects assigned to Consultant by the Superintendent of Schools or his designee and the Designated Lobbyist.

2.05 **Evaluation of Services.** The success or failure of the Consultant shall be determined by the results of its services as evaluated by SBBC and the Superintendent of Schools.

2.06 **Independent Contractor.** It is understood and agreed that the Consultant is an independent contractor and not an employee of SBBC, and that no associate or employee of the Consultant shall be deemed to be an employee of SBBC for any purposes whatsoever. The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described in this Agreement.

2.07 **Consulting Techniques.** The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures used for providing all services performed under this Agreement. However, the Consultant shall coordinate with the Designated Lobbyist the services provided by Consultant for any project assigned to it under this Agreement. SBBC shall not be responsible for providing training for the Consultant as to methods to be used and in representing SBBC and the Superintendent of Schools.

2.08 **Disclosure of Clients.** The Consultant shall disclose to SBBC the names of its lobbying clients known to Consultant to have business interests pending with SBBC.

2.09 **Other Clients.** This Agreement does not restrict the Consultant's right to provide the same or similar services to other clients of the Consultant provided that the provision of such services does not conflict with Consultant's representation of SBBC. However, the Consultant agrees not to lobby SBBC on behalf of any other client during the term of this Agreement. Furthermore, the Consultant stipulates that it will ensure that any conflict of interest arising with regard to any other client of Consultant will be resolved in favor of SBBC in the performance of Consultant's local, state and federal responsibilities under this Agreement.

2.10 **Compensation.** SBBC agrees to pay the Consultant the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) for services provided under this Agreement in twenty-four (24) equal monthly installments, which are payable at the end of each month in which services are provided under this Agreement.

2.11 **Additional Personnel.** Any additional personnel necessary for the Consultant to fulfill its responsibilities shall be employed by the Consultant at its sole expense.

2.12 **Office Expenses.** The Consultant shall be responsible, at its sole expense, for all related business expenses including, but not limited to, providing materials, equipment, office space, license and other such requirements necessary to fulfill the responsibilities of this Agreement.

2.13 **Costs.** Costs incurred by SBBC as a result of this Agreement shall be limited to those specified herein and imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.

2.14 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by either party during the term hereof upon sixty (60) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Frank Mandley, Director
Grants Administration/Government Programs
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Consultant: Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A.
2000 West Commercial Boulevard – Suite 232
Fort Lauderdale, Florida 33309
Attention: Michael Colodny, Esq.

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Dr. Robert D. Parks, Chairperson

Franklin L. Till, Jr., Superintendent of
Schools

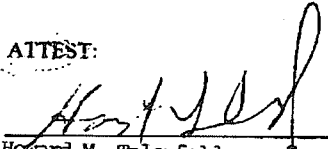
Approved as to Form:

School Board Attorney

FOR CONSULTANT

(Corporate Seal)

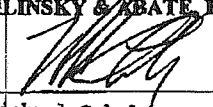
ATTEST:


Howard M. Talenfeld, Secretary

-or-

Witness

Witness

**COLODNY, FASS, TALENFELD,
KARLINSKY & ABATE, P.A.**By 
Michael Colodny, President

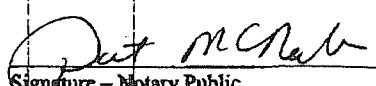
The Following Notarization is Required for Every Agreement Without Regard to
Whether the Consultant Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDACOUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of
May, 2002 by Michael Colodny as President
on behalf of Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A. He/she is personally known to
me or produced _____ as identification and did/did not first take
an oath. _____
Type of Identification

My Commission Expires:

(SEAL)


Signature - Notary PublicPAT MCNAB
Printed Name of Notary

Notary's Commission No. _____

S:/v/allwork/contracts/develop/0102/year/020515colodny

AGREEMENT

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(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
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and

THE RUBIN GROUP, INC.
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a corporation organized and existing
under the laws of the State of Florida
whose principal place of business is
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WHEREAS, SBBC presently has an agreement with the Consultant for the provision of lobbying services with regard to legislative interests of SBBC and the Superintendent of Schools before the Florida Legislature for a period concluding on June 15, 2002; and

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- B. Assist in forwarding SBBC's state and federal legislative programs;
- C. Perform and participate in specific legislative tasks as assigned;
- D. Establish and maintain positive working relationships with the executive and legislative branches of state government to enhance necessary intergovernmental relations beneficial to SBBC;
- E. Arrange meetings with appropriate legislators and Cabinet officials as requested;
- F. Assist SBBC's Designated Lobbyist in the performance of routine legislative duties during pre-session committee meetings and the legislative session;
- G. Coordinate legislative activities, duties and responsibilities with the Superintendent or his designee and the Designated Lobbyist; and
- H. Provide any written reports as may be required by the Superintendent of Schools or his designee and the Designated Lobbyist.

2.03 **Lead Contact Person.** The Consultant designates Georgia Slack as the responsible lead contact person for SBBC. Ms. Slack shall remain in charge of the Consultant's services as described herein.

2.04 **Assignment.** The Consultant shall provide services to SBBC and the Superintendent of Schools upon those projects assigned to Consultant by the Superintendent of Schools or his designee and the Designated Lobbyist.

2.05 **Evaluation of Services.** The success or failure of the Consultant shall be determined by the results of its services as evaluated by SBBC and the Superintendent of Schools.

2.06 **Independent Contractor.** It is understood and agreed that the Consultant is an independent contractor and not an employee of SBBC, and that no associate or employee of the Consultant shall be deemed to be an employee of SBBC for any purposes whatsoever. The Consultant's services are being provided to assist in the normal business of the school district and are not integrated into such business except for the specific purposes described in this Agreement.

2.07 **Consulting Techniques.** The Consultant shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures used for providing all services performed under this Agreement. However, the Consultant shall coordinate with the Designated Lobbyist the services provided by Consultant for any project assigned to it under this Agreement. SBBC shall not be responsible for providing training for the Consultant as to methods to be used and in representing SBBC and the Superintendent of Schools.

2.08 **Disclosure of Clients.** The Consultant shall disclose to SBBC the names of its lobbying clients known to Consultant to have business interests pending with SBBC.

2.09 **Other Clients.** This Agreement does not restrict the Consultant's right to provide the same or similar services to other clients of the Consultant provided that the provision of such services does not conflict with Consultant's representation of SBBC. However, the Consultant agrees not to lobby SBBC on behalf of any other client during the term of this Agreement. Furthermore, the Consultant stipulates that it will ensure that any conflict of interest arising with regard to any other client of Consultant will be resolved in favor of SBBC in the performance of Consultant's local, state and federal responsibilities under this Agreement.

2.10 **Compensation.** SBBC agrees to pay the Consultant the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) for services provided under this Agreement in twenty-four (24) equal monthly installments, which are payable at the end of each month in which services are provided under this Agreement.

2.11 **Additional Personnel.** Any additional personnel necessary for the Consultant to fulfill its responsibilities shall be employed by the Consultant at its sole expense.

2.12 **Office Expenses.** The Consultant shall be responsible, at its sole expense, for all related business expenses including, but not limited to, providing materials, equipment, office space, license and other such requirements necessary to fulfill the responsibilities of this Agreement.

2.13 **Costs.** Costs incurred by SBBC as a result of this Agreement shall be limited to those specified herein and imposed by applicable state and federal laws and regulations relating to the hiring of independent contractors.

2.14 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Termination. This Agreement may be canceled by either party during the term hereof upon sixty (60) days written notice to the other parties of its desire to terminate this Agreement.

3.05 Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Frank Mandley, Director Grants Administration/Government Programs The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To Consultant:	The Rubin Group, Inc. 301 East Las Olas Boulevard - Suite 410 Fort Lauderdale, Florida 33301.

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Dr. Robert D. Parks, Chairperson

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

School Board Attorney

FOR CONSULTANT

(Corporate Seal)

ATTEST:

THE RUBIN GROUP, INC.

By [Signature]

_____, Secretary

Witness [Signature]Witness [Signature]

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Consultant Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30th day of
May, 2002 by William D. Rubin as President
on behalf of The Rubin Group, Inc. He is personally known to me or produced
as identification and did/did not first take an oath.

Type of Identification

My Commission Expires
 Commission # DD 065735
Expires Nov 15, 2003
Banded Through
Atlantic Bonding Co., Inc.

(SEAL)

[Signature]
Signature - Notary PublicLenora E. Pitts
Printed Name of NotaryDD 065735
Notary's Commission No.

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